

**STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION**

ILLINOIS BELL TELEPHONE COMPANY)	
(Ameritech Illinois))	
and TDS Metrocom, LLC as a successor)	
in interest to TDS Metrocom, Inc.)	
)	02 - _____
Approval of the First Amendment to the)	
Interconnection Agreement dated August 29, 2002,)	
pursuant to 47 U.S.C. §§ 252 (a)(1) and 252(e))	

**Joint Petition for Approval of First Amendment to the
Interconnection Agreement between
TDS Metrocom, LLC and Ameritech Illinois**

Illinois Bell Telephone Company (“Ameritech Illinois”) and TDS Metrocom, LLC as successor in interest to TDS Metrocom, Inc.¹ (“TDS Metrocom”), through counsel, hereby request that the Commission review and approve the First Amendment to the Interconnection Agreement dated August 29, 2002, pursuant to Sections 252(a)(1) and 252(e) of the Telecommunications Act of 1996, 47 U.S.C. §§ 252 (a)(1) and 252(e), (the “Act”). In support of their request, the parties state as follows:

1. The Parties have agreed that the Interconnection Agreement be amended to provide for certain terms and conditions and have entered into this First Amendment to set forth such terms and conditions.
2. This Amendment to the Agreement is not discriminatory. Ameritech Illinois will make this Amendment available to any other telecommunications carrier operating within Ameritech Illinois’ service territory. Other telecommunications carriers can negotiate their own arrangements pursuant to the applicable provisions of the Act. This Amendment is consistent with the public interest, convenience and necessity.
3. Copies of the Amendment are available for public inspection in TDS Metrocom’s and Ameritech Illinois’ public offices.

¹ On July 31, 2002, a merger of TDS Metrocom, Inc., with and into TDS Metrocom, LLC, with TDS Metrocom, LLC as the surviving entity, was consummated in accordance with the Delaware General Corporation Law and the Delaware Limited Liability Company Act. TDS Metrocom, LLC has filed an application with the Commission (Docket 02-0553) seeking transfer or reissuance of the certificates of service authority previously issued to TDS Metrocom, Inc. in Docket 00-0239.

WHEREFORE, Ameritech Illinois and TDS Metrocom respectfully request that the Commission approve the attached Amendment to the Interconnection Agreement under Section 252 of the Act as expeditiously as possible.

Respectfully submitted this _____ day of August, 2002

Ameritech Illinois

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**TDS Metrocom, LLC as a successor
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TDS Metrocom, LLC)	
and ILLINOIS BELL TELEPHONE COMPANY)	
(Ameritech Illinois))	
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Joint Petition for Approval of First Amendment to)	
the Interconnection Agreement dated)	
August 29, 2002, pursuant to 47 U.S.C. § 252)	

STATEMENT IN SUPPORT OF JOINT PETITION FOR APPROVAL

I, James D. Ehr, am employed by Ameritech as Director of Performance Measures. In this position, I am responsible for the development and implementation of Ameritech's performance measurement system, including performance remedy plans, and I have personal knowledge of the negotiation of the recent remedy plan with TDS Metrocom, LLC as successor in interest to TDS Metrocom, Inc. ("TDS Metrocom"). I submit this Statement in Support of the Joint Petition for Approval of the First Amendment to the Interconnection Agreement between TDS Metrocom and Illinois Bell Telephone Company ("Ameritech Illinois").

The attached First Amendment to the Interconnection Agreement (the "Agreement") between Ameritech Illinois and TDS Metrocom was reached between the parties. Accordingly, Ameritech Illinois and TDS Metrocom request approval pursuant to Sections 252(a)(1) and 252(e) of the Telecommunications Act of 1996 (sometimes referred to as the "Act").

The Agreement meets all the requirements of the Act and the Commission should approve it.

The underlying Agreement is amended as follows:

- The Amendment adds to the Agreement a Performance Remedy Plan (the "Remedy Plan") that sets forth the terms and conditions under which Ameritech Illinois will report performance to TDS Metrocom and compare that performance to Ameritech Illinois's own performance ("parity"), benchmark criteria, or both, whichever is applicable. The Remedy Plan further

provides for enforcement through liquidated damages and assessments in the event of specified performance shortfalls.

- The Remedy Plan set forth here applies after October 8, 2002. The Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement. Notwithstanding, the parties intend that the Remedy Plan will be included in any successor agreements for a total term of four years from the effective date of this Amendment.
- The performance measures and standards incorporated via the Amendment are the same as those that have been agreed to by the industry and approved by the Commission. The standards consist of (i) statistical comparison between wholesale performance and a reasonable retail analog or (ii) a comparison between wholesale performance and an agreed “benchmark” in the event there is no reasonable retail analog.
- This Remedy Plan has been modified relative to the Remedy Plan that Ameritech Illinois initially established in Docket No. 98-0555. The substantive provisions of that plan have been modified in several respects to address concerns noted in the negotiations between Ameritech Illinois and TDS Metrocom.
- Two significant modifications to the original remedy plan are: (1) the elimination of the “K table” used to assess CLEC-specific statistical results in the aggregate, and (2) an index that multiplies individual remedy amounts if the overall “pass rate” falls below a threshold.
- Other changes are as follows: In evaluating wholesale performance results against a benchmark (as opposed to a retail analog) this Remedy Plan uses a “bright line” test, under which the test is not passed whenever wholesale performance does not meet the benchmark, rather than using statistical analysis. This Remedy Plan further provides that remedies are to be based on a comparison of CLEC performance to retail or affiliate performance, whichever is “better.”
- The prior plan classified performance measures as “high”, “medium” or “low” priority, and it sets different base amounts for each priority level. This Remedy Plan assigns the same priority and base amounts to all measures that are subject to remedies. The “base” liquidated damage amounts under the prior plan increase or “escalate” if the applicable performance measure has had shortfalls in consecutive months. The applicable liquidated damage amount decreases to the minimum level, however, once performance returns to standard levels. Under this plan, liquidated damage amounts still increase for consecutive misses, and they decrease when performance returns to standard, but they are not “reset” to the minimum level until performance meets the applicable standard for three consecutive months.

- Finally, many performance standards are based on “parity” between wholesale and retail results. In Section 8.5, and Attachment A, of this plan Ameritech Illinois provides for “floors and ceilings” for certain measures.
- Except as modified herein or to the extent there is a conflict between this Amendment and all other terms and conditions of the underlying agreement, the terms and conditions of the underlying agreement shall remain unchanged and in full force and effect, and such terms are hereby incorporated by reference and the Parties hereby reaffirm the terms and provisions thereof. Where there is a conflict between the language of this Amendment and the terms and conditions of the underlying Agreement, the language of this Amendment shall prevail.